

Mecky (Mechtilde) Myers

November 18, 2015

Honorable Bruce Gibson Supervisor, Board of Supervisors, Karen Nall, Supervising Planner, Planning Commission:

My name is Mecky (Mechtilde) Myers and I own a parcel of land on Berwick Drive and the stub road of Mel Rose Avenue (Exh.1)

This is a brief history of events.

On a Sunday afternoon in 2010 I received a surprise visit from a gentleman who introduced himself as Mr. Lowerison my neighbor in Cambria. He proceeded to inform me in a very forceful way that the County of San Luis Obispo and Greenspace intended to take my property through eminent domain. I was stunned since I had not received any communication or notice from either party. In an intimidating fashion he stated since I was going to lose my property anyway he was interested in purchasing a portion of it abutting his land. This did not make any sense to me. Since I have plans of my own to build a family home I informed him that I was not interested in selling any portion of my land. Furthermore, I needed to research the plans for my property by the County/Greenspace. Calling the County I learned that there were NO plans for condemnation.

The following couple of weeks I spent researching my property.

Calling Chicago Title I was assured that I have guaranteed full egress and ingress from the Berwick Drive stub road to my land (Exh.2).

Speaking with my realtor Mr. Jack Posemsky regarding the impact on the value of my property permanently closing off the entrance to my property as done by Mr. Lowerison - in other words my property being land-locked, did not sound encouraging.

Contacting PG and E I was informed that the stub road leading up to my property and entering my property was used to service and repair the existing transformers situated behind my land.

How could the Fire Department service that area in case of fire if not entering from the stub road onto my land greatly facilitating access?

Once given permission to build my home the stub road off of Berwick will be leading to the entrance of my home. I am not able to give up access to my land.

From what I can see Mr. Lowerinson also enters his property by car via the stub road. He has additional entry from Berwick the walk area.

As you can see the stub road serves a very vital function for a good number of people and servicing agencies and closing it off will only needlessly complicate matters in order to please one single person.

In one of our few brief conversations Mr. Lowerison expressed his displeasure that "crowds" of hikers passing through the stub road trespassing on my land hiking to the property of Greenspace passing alongside his fence disturbing him while he is barbequing in his backyard. Being a good neighbor I informed him that I had given permission to enter my land to a handful of hikers to be precise 3 or 4 that occasionally hike at that location and that I have never witnessed any abuse or littering of my property, quite the contrary and I found the hikers to be appreciative and pleasant people in my dealings with them. I saw no harm in sharing the enjoyment hiking on my land with others. The same situation with Cherish House. They expanded their yard/garden area to provide a bigger garden space to their seniors and I am happy to accommodate them also (Exh.3) while I do not reside on the property. Being a senior myself my garden here in Redondo Beach provides me with much joy. The residents of Cherish House get to see deer grazing, wild turkey walking about, hear woodpeckers etc which greatly enhances their day to day living. Sharing my property with others has given a "little bit of heaven" to many including ourselves. It was a wonderful feeling when one day we came to the property and there were deer leaving my land through the open area onto Berwick Drive greeting us as we arrived. My great grandchildren and all of us were at aw. WHAT A WELCOME!

As you can see this stub road being PUBLIC access serves a multitude of functions for many and is vital to the neighborhood. I see no valid reason to abandon the stub to merely accommodate one person whim and ignore the benefit to so many. Mr. Lowerinson lives and works in Paso Robles only occasionally visiting his vacation house. In the 15 years I have owned the property I have seen him 3 or 4 times. From the neighbors I hear he is rarely there.

Mr. Lowerison insists on controlling who enters and leaves my property which he has no right to. I am enclosing (Exh. 4 and 5) to show you communication I received from his brother William Lowerison Esq. in another effort to close off the entrance to my property. I informed Mr. Lowerison that I see NO reason to close the opening to my property quite the contrary in my opinion it needs to remain open for the Fire Department, PG and E, the hikers, myself and also last but not least the wild life that passes through that opening.

With all this unpleasant activity concerning my land I made an appointment with Mrs. Tori Thompson and Kelly Johnson the hikers at my property and found much to my surprise that a 6 ft. fence had been erected trespassing on my land without any prior notice or permission of any kind thus obstructing the entrance to my property. Coming all the way from Redondo Beach it was QUITE DISAPPOINTING for all of us that we could not enter our own property without trespassing on Mr. Lowerison's land which we would not do (Exh.6) Mr. Lowerison can not arbitrarily take it upon himself to close off my access. There was NO need for this. He had NO right to obstruct my egress and ingress in any way.

At this point I decided to seek legal assistance and contacted Mr. Russell Read Esq. Mr. Read suggested that I have my land surveyed and I hired Mr. Danny Horn licensed surveyor. The land was surveyed and stakes located at the appropriate locations clearly showing my property lines. Upon my return to Cambria visiting my land the stakes on the Lowerison side had been removed but not on the Cherish House side and the fence remained erected. Our mutual attorneys had several meetings in an attempt to settle this unpleasant and illegal situation. Eventually the fence was taken down and the matter seemed closed after an Odyssey of approximately 3 years of needless expenses, stress, threats, untruths, effort and time. Unfortunately, Mr. Lowerison never conveyed his position even though it was requested repeatedly (Exh.8).

In the spring of this year I received a call from the County of San Luis Obispo informing me that they considered the case closed since neither I nor they had received any further inquiries for over 1 1/2 years. This assumption on our behaves did not last long when recently I heard of another stealth attack by Mr. Lowerison to reopen his request for abandonment of the stub road.

What attracted me and my family to the sleepy little town of Cambria after living in the mega metropolis of Los Angeles was the wooded areas, the kind and friendly people, the nostalgic atmosphere of yesteryear and the clean air and proximity to the ocean we love. In return for the privilege of living in Cambria in the future I wanted to give back and contribute to this warm and friendly community by being a good neighbor and sharing my land with the seniors of Cherish House in the adjacent home and the hikers from Greenspace.

In your professional and personal opinion is this abandonment in the best interest of the community surrounding the stub road of will it solely serve Mr. Lowerison wish and not any need? WHAT is he hoping to gain that he does not have already?

I thank you for your time, consideration and mostly for your wisdom and look forward to finding a final, fair and beneficial solution for the whole community to this situation by spreading good will and living together in peace, harmony and kindness.

Cordially,

Mecky (Mechtilde) Myers

cell 213-820-1639

fax 310-316-5146

e-mail myersrelo@yahoo.com

cc: County of San Luis Obispo, Dept of Public Works Mr. Fred Andrews Associate Real Property Agent
Cambria Community Services District, Mr. Gerome D. Gruber General Manager

DESCRIPTION

PARCEL A:

Parcel 1 of Parcel Map CO-69-23, in the County of San Luis Obispo, State of California, according to map filed August 8, 1969 in Book 3 at page 99 of Parcel Maps, in the Office of the County Recorder of said County.

PARCEL B:

An easement for ingress and egress over that portion of Lot 6 of the Subdivisions of a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California, as shown on Map filed in Book A at page 69 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at Post No. 40 as shown on said map; thence along the Northerly line of said Lot 6, North $58^{\circ}47'29''$ East, 60 feet to the most Northerly corner of Parcel described in the deed to Cambria Development Company, recorded January 21, 1957 in Book 877 at page 459 of Official Records; thence along the Easterly line of said Parcel South $31^{\circ}27'23''$ East, 415 feet to the TRUE POINT OF BEGINNING; thence North $58^{\circ}47'29''$ East, 400 feet; thence South $31^{\circ}27'23''$ East, 50 feet; thence South $58^{\circ}47'29''$ West, 400 feet; thence North $31^{\circ}28'23''$ West, 50 feet to the TRUE POINT OF BEGINNING.

Exh 3



Ech 4

Agreement to Erect Party Wall

It is hereby agreed by Mark Lowerison & Elizabeth Lowerison and Mechtilda Myers, and all their respective assignees, transferees, principals, and successors in interest (the "Neighbors") as follows:

- 1) A party wall (a fence constructed of concrete piers, 6x6 wood post 6' tall x 8' long cedar panels will be erected between the property lines at 1391 Berwick Drive and undeveloped land Assessor Parcel Number (APN) 013-141-018, Cambria, California 93428.
- 2) The Neighbors agree to share the costs equally for the construction and maintenance of the party wall.
- 3) Any damage to the Neighbors property as a result of constructing the party wall is not the responsibility of the other Neighbor.
- 4) The Neighbors agree that the erection of the party wall does not impair the value of their respective property.
- 5) The Neighbors must agree in writing prior to the removal of any portion of the Party wall in the future.
- 6) The Neighbors agree that erection of the party wall provides an appurtenant easement for each to use the erected party wall.
- 7) This agreement is intended to be the whole of the agreement between the Neighbors and replaces any oral agreements between the Neighbors regarding the erection, use, and removal of the party wall

Signed:

Mark A. Lowerison

Elizabeth Lowerison

Mark Lowerison

Elizabeth Lowerison

3/30/10

3/30/10

Date:

Mechtilda Myers

Date:

Ech 5

his brother

LAW OFFICES OF WILLIAM D. LOWERISON
322 West Third Street
Santa Ana, California 92701

William D. Lowerison
Attorney at Law

Phone: (949) 675-9329
E-mail: WDL@willd.com

March 30, 2010

Mrs. Mechtilda Myers
228 N. Irena Ave
Redondo Beach, California 90277

Re: Erection of a Party Wall between Mark & Elizabeth Lowerison and Mechtilda Myers for Properties located at 1391 Berwick Drive and the adjacent undeveloped land Assessor Parcel Number (APN) 013-141-018 Cambria, California 93428

Dear Mechtilda:

Attached is an agreement between Mark Lowerison and you regarding the erection of a party wall (fence) between the properties at 1391 Berwick Drive and APN 013-141-018, Cambria, California.

Please review the agreement, seek any independent legal counsel you deem necessary prior to signing this agreement, and send the original to Mark Lowerison at 4020 Willow Creek Road, Paso Robles, California 93446

Sincerely,

William D. Lowerison
Attorney at Law

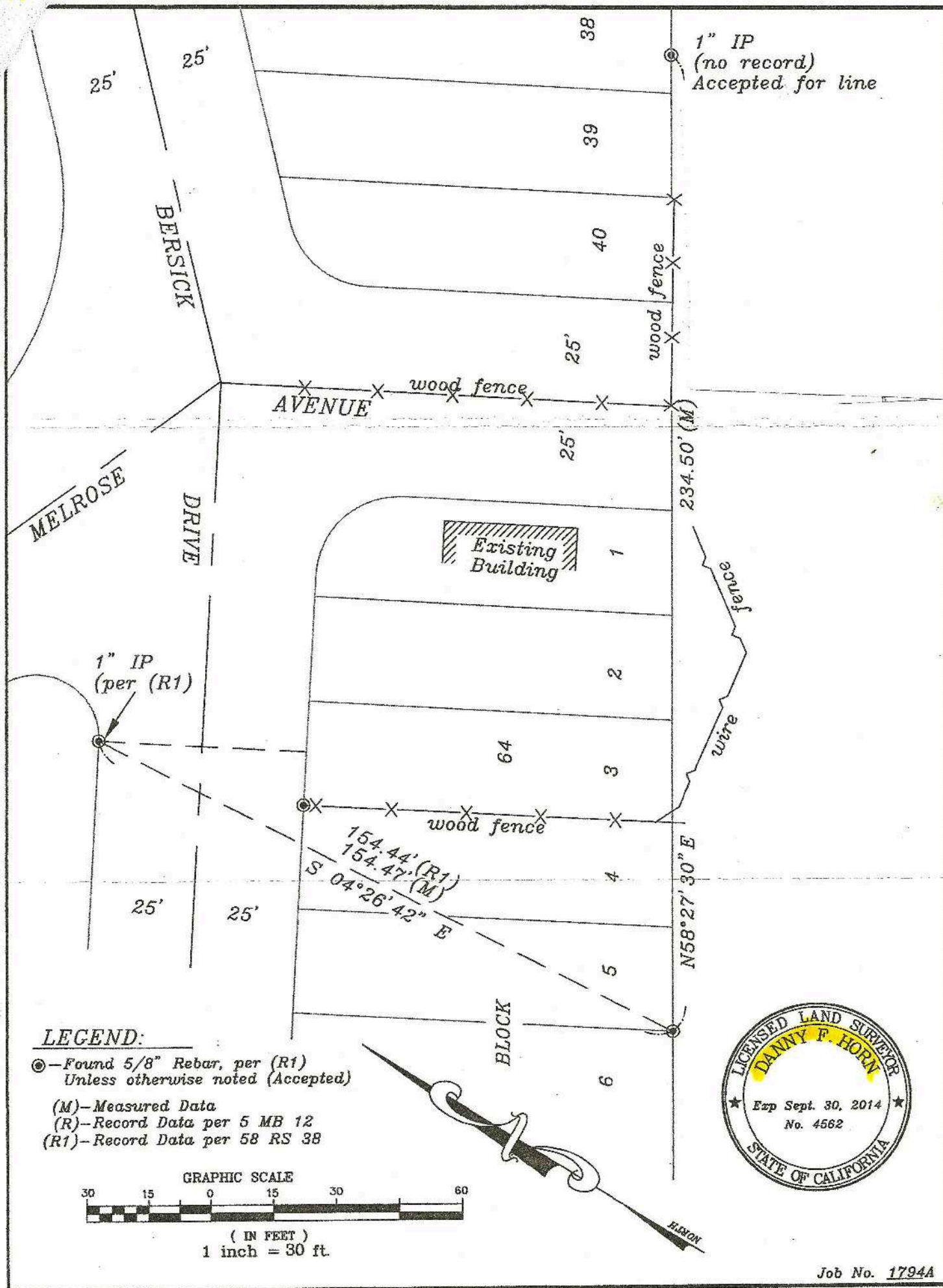
Enclosures: Agreement to Erect Party Wall

his address

Ech 6



Ech 7





R Read <rscottread@gmail.com>

Myers vs. Lowerison

1 message

R Read <rscottread@gmail.com>

Wed, May 1, 2013 at 11:54 AM

To: Andrew Hays <andrewwhays@sbcglobal.net>

Bcc: myersrelo@yahoo.com

Andrew:

You've probably had enough time to digest the information. My client needs to know Mr. Lowerison's position. She wishes to come up and access her lot in the next couple of weeks and the fence needs to be down.

Your client has absolutely zero right to obstruct her easement. Your argument that the easement has been overburdened is frivolous. He does not own the underlying fee and, even if he did, he is not entitled to self-help. He would need a judgment to the effect that the easement has been lost.

My client will seek damages for his continuing trespass and his outrageous disregard for legal rights.

I intend this to be a final demand. If the obstruction is not removed by 5/5/2013 we will assume that he has chosen to continue his deliberate, unjustified and outrageous conduct. For a person who is so quick to assert his "legal" rights, it is astonishing that he so easily violates the rights of Ms. Myers.

We hope he sees the wisdom of removing the fence from her easement.

Russell

Russell S. Read
PO Box 910
Cambria, CA 93428
(805) 927-2344
rscottread@gmail.com

IRS Circular 230 Disclosure: In order to comply with requirements imposed by the Internal Revenue Service, we inform you that any U.S. tax advice contained in this communication (including any attachments) is not intended to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein. The

RUSSELL S. READ

Attorney & Counselor

PO Box 910

Cambria, CA 93428

Tel & FAX: (805) 927-2344

Readlaw93428@gmail.com

12/6/2015

ORIGINAL BY 1ST CLASS MAIL & knall@co.slo.ca.us

Ms. Karen Nall
San Luis Obispo County
Planning and Building Department
976 Osos St.
San Luis Obispo, CA 93408

Re: NOTICE TO TAKING BY COUNTY
Proposal to Vacate Melrose Ave, Cambria, CA
My Client: Mechtilde Meyers; APN 013-141-018

Dear Ms. Nall:

I am the attorney for Ms. Meyers, owner of the above referenced property. I've just become aware of the proceeding to vacate a portion of Melrose Avenue. I have reviewed the Staff Report dated 11/26/2015, the initial application, and copies of your email to Ms. Meyers.

The staff report is seriously flawed because it fails to take account of the hardship imposed on my client as a result of the proposed vacation. The following finding is not supported by the evidence:

"The proposed vacation will not interfere with the opportunity to develop structures on the adjacent properties or those in the immediate vicinity."

My client's parcel was designed to utilize the stub street as its primary access to a public right-of-way. For years she has used the Melrose stub for entrance and egress to her property. The property is #7 on the CCSD water wait list. Upon issuance of a will serve letter, she plans on building her primary residence on the property. If the Melrose stub is vacated, my client will lose such access because, unlike the applicants, her lot does not abut Berwick. Accordingly, we will

consider the proposed vacation an act of condemnation by the County if it is approved without protecting her right of access to Berwick.

The report also states that the vacation will allow the stub street to be “absorbed” by Lowerison and Zadell. The staff’s suggestion omits my client from the list of parties who might “absorb” the stub. Because my client’s property abuts the stub and, unlike the applicants, is dependent on the stub for access to Berwick, she should have an equal right to absorb whatever property remains after the proposed vacation. For many years she and Mr. Lowerison have had disputes about the proper use of the stub street. Because of this hostility, it is improbable that Ms. Lowerison will voluntarily preserve her access to Berwick. It is imperative that the County act to protect the value of her property and her constitutional rights.

I request that this letter be made a part of the official county file in this matter and be made a part of any formal proceeding consideration the subject application.

Very Truly Yours,

RUSSELL S. READ

cc: M. Myers